

FEB 23 2006

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

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*Attorneys for Plaintiff Maria Hellena Jebehn*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

**MARIA HELLENA JEBEHN,**

**Plaintiff,**

**v.**

**JOSEPH JOHN HERRERA;  
ALOHA COUNCIL BOY SCOUTS OF  
AMERICA, INC.; and BOY SCOUTS  
OF AMERICA, INC.,**

**Defendants.**

**CIVIL ACTION NO.03-0027**

**MOTION FOR AN  
ORDER IN AID OF  
JUDGMENT AGAINST  
DEFENDANT JOSEPH  
JOHN HERRERA**

**Date: April 6, 2006  
Time: 9:00 a.m.**

Comes now Plaintiff Maria Hellena Jebehn, through counsel, and hereby moves the Court, for an Order in Aid of Judgment against Defendant Joseph John Herrera, pursuant to Rule 69 of the Federal Rules of Civil Procedure.

In support of this motion, Plaintiff shows the court the following:

1. On September 10, 2004, Plaintiff and Defendant Joseph John Herrera entered into

1 a Settlement and Release (The "Agreement"). On September 13, 2004, the Court dismissed the  
2 action, but retained jurisdiction to enforce the terms of the Agreement if necessary. See  
3 *Stipulated Dismissal With Prejudice and Order of Dismissal entered in this matter on*  
4 *September 13, 2004.*

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6 2. The Agreement provided that the parties shall maintain the fact of settlement and  
7 its terms in strict confidence, except by order of the Court or as necessary to obtain the Court's  
8 enforcement of the terms of the Agreement.  
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11 3. The Agreement also provided that Defendant would pay the sum of \$21,000.00 to  
12 Plaintiff, payable in monthly installments of \$350.00 due on the first business day of the month,  
13 plus 4.5 % interest per annum and a 10% late payment fee.  
14

15  
16 4. The Agreement further provided that failure to make a monthly payment within  
17 30 days of the due date shall constitute a material breach of the Agreement and the remaining  
18 balance shall become immediately due and payable, without the need for further demand.  
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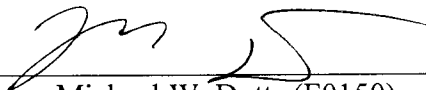
20 5. Notwithstanding the terms of the Agreement, Defendant's payments have been  
21 less than \$350.00 a month since March 14, 2005 to the present. In addition, some payments  
22 were not made and others paid late. Defendant is now in arrears in the amount of \$1,975.00.00.  
23 As of February 14, 2006, the total amount due is \$18,289.02 including principal, 4.5 % interest  
24 and 10% late fee. See *Summary of Payments attached to the Declaration of Michael W. Dotts.*  
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1           6. Defendant knew when and how payments were supposed to be made. Since  
2 Defendant refused and failed to make timely payments under the Agreement, the remaining  
3 balance of \$18,289.02 is now due and payable.  
4

5           7. The purpose of this Motion for an Order in Aid of Judgment is to authorize  
6 execution on the full judgment amount and to examine Defendant's ability to pay and to  
7 determine the fastest manner in which Defendant can pay the Judgment which remains  
8 unsatisfied. Accordingly, Plaintiff hereby seeks the aid of the Court in enforcing the terms of  
9 the Settlement Agreement.  
10

11  
12           Respectfully submitted this 22 day of February, 2006.  
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14                           O' CONNOR BERMAN DOTTS AND BANES  
15                           Attorneys for Plaintiff Maria Hellena Jebehn

16  
17           By:   
18                           Michael W. Dotts (F0150)  
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